

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

IN RE:)	
IN THE MATTER OF THE COMPLAINTS)	
OF THE AMERICAN MILLING COMPANY,)	
UNLIMITED, H&H MARINE, INC. and)	
AMERICAN MILLING, L.P., a limited)	No. 4:98CV575SNL
partnership and WINTERVILLE MARINE)	
SERVICES, INC., for exoneration from or)	
limitation of liability,)	
)	
Petitioners.)	

ORDER

In accordance with the memorandum opinion filed herein this date,

IT IS HEREBY ORDERED that the liability as to the claims of President Casino and any of the persons who claim to have been injured or damaged as a result of the allision between the runaway barges and the ADMIRAL shall be apportioned as follows: President Casino is deemed to be twenty percent (20%) liable; and American Milling, Winterville, and Captain John O. Johnson are deemed to be eighty percent (80%) liable, jointly and severally.

IT IS FURTHER ORDERED that American Milling and Winterville are each entitled to limit their respective liability to the value of their interests in the M/V ANNE HOLLY, which the Court has determined to be \$2.2. million.

IT IS FINALLY ORDERED that the Barge Claimants are entitled to recover on their claims against American Milling, Winterville, and Captain John O. Johnson without regard to any apportionment of fault. However, as to American Milling and Winterville, the Barge Claimants are entitled only to judgment in a sum that represents the ratio that each claimant's barge damage claim relates to the total sum of all the claims against the limitation fund. The

Barge Claimants are entitled to a judgment for each claimant's provable damages against Captain John O. Johnson, together with their costs. The matter of provable damages and prejudgment interest will be addressed by the Court following a hearing to be scheduled.

Dated this 12th day of June, 2003.

/S/

SENIOR UNITED STATES DISTRICT JUDGE